

**RAJ V. ABHYANKER**, California SBN 233,284

[raj@legalforcelaw.com](mailto:raj@legalforcelaw.com)

**BATKHAND ZOLJARGAL**, California SBN 262,918

[zola@legalforcelaw.com](mailto:zola@legalforcelaw.com)

**LEGALFORCE RAPC WORLDWIDE**

1580 W. El Camino Real, Suite 10

Mountain View, California 94040

Telephone: 650.965.8731

Facsimile: 650.989.2131

Attorneys for Plaintiffs,

LegalForce RAPC Worldwide, P.C.

LegalForce Inc., and Raj V. Abhyanker

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

**UNLIMITED JURISDICTION**

1. LEGALFORCE RAPC  
WORLDWIDE, P.C.;  
2. LEGALFORCE INC.; and  
3. RAJ V. ABHYANKER,  
  
Plaintiffs,  
  
v.  
  
1. TRADEMARK ENGINE  
LLC.;  
2. TRAVIS CRABTREE; AND  
3. GRAY REED & MCGRAW  
P.C.,  
  
Defendants;  
  
AND DOES 1-50.

Case No. 5:17-cv-7303

**COMPLAINT FOR:**

1. FEDERAL UNFAIR  
COMPETITION;
2. CALIFORNIA UNFAIR  
COMPETITION;
3. CALIFORNIA FALSE AND  
MISLEADING  
ADVERTISING;
4. PROFESSIONAL  
NEGLIGENCE; AND
5. BREACH OF FIDUCIARY  
DUTIES.

**Unlimited Civil Jurisdiction**

	<b><u>JURY TRIAL DEMANDED</u></b>
--	-----------------------------------

1. Plaintiffs LegalForce RAPC Worldwide, P.C., LegalForce, Inc., and Raj V. Abhyanker (jointly, “LegalForce” or “Plaintiffs”) submit the following complaint (the “Complaint”) against Trademark Engine LLC (“Trademark Engine”), and its covert principal owner attorney Travis Crabtree (“Crabtree”), and Gray Reed & McGraw P.C., a law firm in which Crabtree is simultaneously an equity Shareholder (collectively referred to as “Defendants” or “Trademark Engine Entities”).

**NATURE OF ACTION**

2. This Complaint is brought by Plaintiffs to expose the willful and systematic acts of unauthorized practice of law and unfair competition by Trademark Engine Entities with respect to preparation and filing of trademark applications before the United States Patent & Trademark Office (“USPTO”). Through its acts of preparing and filing trademarks, Trademark Engine Entities harm the “public interest” in that public consumers become susceptible to the risk of bad legal advice dispensed by unlicensed, un-trained, and uninformed non-lawyers. The Plaintiffs ask Trademark Engine Entities be enjoined from and pay damages for its unauthorized practice of law, false advertising, unfair

1 competition and other claims with respect to preparation and filing of trademark  
2 applications before the USPTO.  
3

## 4 **THE PARTIES**

### 5 **The Plaintiffs**

6  
7 3. Plaintiff LegalForce RAPC Worldwide, P.C. (“LegalForce RAPC  
8 Worldwide”) is a law firm wholly owned by Raj Abhyanker, a member in good  
9 standing of the State Bar of California, and the United States Patent Bar. The  
10 Firm practices patent and trademark law before the USPTO with a principal  
11 place of business at 1580 W. El Camino Real Suite 10, Mountain View  
12 California 94040, and a law office at 446 E. Southern Avenue Tempe Arizona  
13 85282.  
14

15  
16 4. Plaintiff LegalForce, Inc. is a Delaware corporation offering law firm  
17 automation and free trademark search services through its website  
18 Trademarkia.com with a principal place of business at 1580 W. El Camino Real  
19 Suite 9, Mountain View California 94040.  
20

21  
22 5. Plaintiff Raj Abhyanker is a California licensed attorney practicing patent  
23 and trademark law before the USPTO with a principal place of business at 1580  
24 W. El Camino Real Suite 10, Mountain View California 94040, is the sole  
25 shareholder of Plaintiff LegalForce RAPC Worldwide and is a CEO of Plaintiff  
26 LegalForce, Inc. Plaintiff Raj Abhyanker is a winner of the 2013 Legal Rebel  
27  
28

1 award by the American Bar Association.

2  
3 **The Defendants**

4 6. Trademark Engine LLC is a Delaware corporation (“Trademark Engine”)  
5 with a principal place of business at 12605 E. Freeway Suite 540, Houston Texas  
6 77014. Trademark Engine LLC is not a law firm in the United States and is not  
7 authorized to practice law in any state. Trademark Engine LLC is not a  
8 registered or bonded legal document assistant under California Business and  
9 Professions Code, sections §6400 et seq.  
10  
11

12 7. Defendant Travis Crabtree (“Crabtree”) is a covert owner of Trademark  
13 Engine LLC, and a licensed Texas attorney, having a principal place of business  
14 at 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056.  
15

16 8. Defendant Gray Reed & McGraw P.C. is professional law firm  
17 corporation in Texas in which Crabtree is a Shareholder having a principal place  
18 of business at 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056.  
19

20 9. DOES 1-50 are entities that participated in the transactions complained  
21 of herein in ways which are unknown to Plaintiffs. The true names, capacities,  
22 nature, and extent of participation in the alleged activities by DOES 1-50,  
23 inclusive, are unknown to Plaintiffs and therefore Plaintiffs sue these Defendants  
24 by such fictitious names. Plaintiffs will amend the complaint to allege their true  
25 names and capacities when ascertained.  
26  
27  
28

## **BACKGROUND OF THE PARTIES**

10. Plaintiff LegalForce RAPC Worldwide is a law firm wholly owned by Plaintiff Raj Abhyanker, a member in good standing of the State Bar of California, and the United States Patent Bar. The Firm practices patent and trademark law before the USPTO with a principal place of business at 1580 W. El Camino Real Suite 10, Mountain View California 94040, and a law office at 446 E. Southern Avenue Tempe Arizona 85282.

11. The website Trademarkia.com was created by the law firm of LegalForce RAPC Worldwide in 2009 but was spun off into a separate entity. Plaintiff LegalForce RAPC Worldwide is the sole provider of legal services through the website Trademarkia.com with respect to trademark filings before the USPTO.

12. LegalForce RAPC Worldwide employs, full time, more than ten (10) U.S. licensed trademark attorneys in its California and Arizona offices who substantially limit their practice to trademark law before the USPTO, and who are supported by legal support staff globally including in India, China, Poland, the United Kingdom and South Africa. LegalForce RAPC Worldwide represents more than 10,000 clients from all over the United States and world, including over a thousand clients from the State of California, hundreds of clients in the State of Arizona, and over a thousand clients the State of Texas.

13. LegalForce RAPC Worldwide is the largest law firm filer of trademarks

1 before the USPTO in each of the last five years. The firm maintains interest on  
2 Lawyer Trust Account (IOLTA) trust accounts for all client funds, conducts  
3 robust conflict checks, and currently employs two former USPTO trademark  
4 examining attorneys. It has never been disciplined by the USPTO, the State Bar  
5 of California, the State Bar of Arizona, or the State Bar of Texas. At least two  
6 of its former attorneys are currently hired as USPTO trademark examining  
7 attorneys after leaving LegalForce RAPC, and a number of its former associate  
8 attorneys or legal assistants have been hired in trademark and IP departments of  
9 leading Big Law IP firms including Orrick, Perkins Coie, Pillsbury Winthrop,  
10 DLA Piper, and Wilson Sonsini Goodrich & Rosati as well as in legal  
11 departments at leading technology companies, including Google, Inc., Facebook,  
12 Inc., and Apple, Inc.

13  
14  
15  
16  
17  
18 14. Plaintiff LegalForce, Inc. is a Delaware corporation offering law firm  
19 automation and free trademark search services through its website  
20 Trademarkia.com with a principal place of business at 1580 W. El Camino Real  
21 Suite 9, Mountain View California 94040. The Chief Executive Officer (CEO)  
22 and co-founder of Plaintiff LegalForce, Inc. is Plaintiff Raj Abhyanker. Plaintiff  
23 LegalForce, Inc. makes no revenue from preparation and filing on U.S.  
24 trademark applications. It receives a flat monthly technology licensing revenue  
25 from Plaintiff LegalForce RAPC Worldwide independent of the legal services  
26  
27  
28

1 revenue secured by the firm LegalForce RAPC Worldwide through the  
2 Trademarkia.com website.

3  
4 15. Plaintiff Raj Abhyanker is a California licensed attorney practicing  
5 patent & trademark law before the USPTO with a principal place of business at  
6 1580 W. El Camino Real Suite 10, Mountain View California 94040, is the sole  
7 shareholder of Plaintiff LegalForce RAPC Worldwide and is a CEO of Plaintiff  
8 LegalForce, Inc. In 2013, he was named an American Bar Association Journal  
9 "Legal Rebel," an "annual honors program for the change leaders of the legal  
10 profession"<sup>1</sup> and a member of the Fastcase 50, an annual award that "recognizes  
11 50 of the smartest, most courageous innovators, techies, visionaries, and leaders  
12 in the law."<sup>2</sup>

13  
14 16. Trademark Engine LLC is a Delaware corporation ("Trademark  
15 Engine") with a principal place of business at 12605 E. Freeway Suite 540,  
16 Houston Texas 77014 Trademark Engine LLC is not a law firm in the United  
17 States and is not authorized to practice law in any state. Trademark Engine LLC  
18 is not a registered or bonded legal document assistant under California Business  
19 and Professions Code, sections §6400 et seq.

20  
21 17. Defendant Travis Crabtree ("Crabtree") is a covert owner of Trademark  
22 Engine LLC, and a licensed Texas attorney, having a principal place of business  
23  
24  
25  
26  
27  
28

---

<sup>1</sup> [http://www.abajournal.com/magazine/article/2013\\_legal\\_rebels\\_a\\_banner\\_year](http://www.abajournal.com/magazine/article/2013_legal_rebels_a_banner_year)

<sup>2</sup> <http://www.fastcase.com/fastcase50-winners-2013>.

1 at 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056. Crabtree is a covert  
 2 owner because he is not listed as an owner of Trademark Engine LLC anywhere  
 3 on the TrademarkEngine.com website including the About Us page (**Exhibit E**),  
 4 on Crabtree's LinkedIn profile (**Exhibit G**), on Trademark Engine LLC's  
 5 LinkedIn Profile (**Exhibit K**) his Gray Reed profile (**Exhibit M**). However,  
 6 Crabtree is listed as the owner only on the Revoked Better Business Bureau  
 7 license page for TrademarkEngine.com (**Exhibit N**) and on corporate records.

11 18. The Better Business Bureau (BBB) for Houston lists that the BBB's  
 12 Board of Directors revoked Trademark Engine LLC's accreditation on February  
 13 23, 2017 because the company failed to abide by the following standards of its  
 14 code of ethics (**Exhibit N**) including:

16 "2. Adhere to established standards of advertising and selling.

17 2B. Abide by the BBB Code of Advertising, available online at:  
 18 <http://www.bbb.org/membership/codeofad.asp>. Supply, upon  
 19 request, substantiation for advertising and selling claims. Correct  
 20 advertising and selling practices, when recommended by BBB.

21 3. Honestly represent products and services, including clear and  
 22 adequate disclosures of all material terms.

23 3A. Make known all material facts in both written and verbal  
 24 representations, remembering that misrepresentation may result  
 25 not only from direct statements but by omitting or obscuring  
 26 relevant facts.

27 4. Openly identify the nature, location, and ownership of the  
 28



business, and clearly disclose all policies, guarantees and procedures that bear on a customer's decision to buy.

4A. Upon request, provide BBB with all information required to evaluate compliance with BBB standards. This may include, but is not limited to business name, address and contact information; names and background of principals; business and banking references; licensing and/or professional accreditation; and a complete description of the nature of the business.

8. Approach all business dealings, marketplace transactions and commitments with integrity.

8A. Avoid involvement, by the business or its principals, in activities that reflect unfavorably on, or otherwise adversely affect the public image of BBB or its accredited businesses.”<sup>3</sup>

19. Defendant Gray Reed & McGraw P.C. is a professional law firm corporation in Texas in which Crabtree is a Shareholder<sup>4</sup>, having a principal place of business at 1300 Post Oak Blvd., Suite 2000, Houston, TX 77056. Upon reason and belief, the law firm Gray Reed & McGraw does not conduct conflict checks for customers provided legal advice by non-attorneys employed by shareholder Crabtree through his separately owned by Trademark Engine LLC.

## **JURISDICTION AND VENUE**

<sup>3</sup> See Exhibit N, and Revoked BBB accreditation page, <https://www.bbb.org/houston/business-reviews/trademark-agents-and-consultants/trademark-engine-llc-in-houston-tx-90044544/bbb-accreditation> last checked December 24, 2017.

<sup>4</sup> See Exhibit M, Gray Reed & McGraw is proud to announce the election of three new shareholders. Attorneys elected include Travis Crabtree, Preston Kamin and Gabe Vick, <http://m.grayreed.com/NewsResources/Press-Releases/101704/Gray-Reed-Elects-New-Shareholders>, last checked December 24, 2017.

1           20. This Complaint arises under the laws of the United States, 15 U.S.C.  
2  
3       §1125 *et seq.* This Court has original jurisdiction of this action under 28 U.S.C.  
4       §1331 because at least some of the claims alleged herein arise under federal law.  
5       This Court has supplemental jurisdiction under 28 U.S.C. §1367 over any  
6       non-federal claims because such claims are so related as to form part of the same  
7       case or controversy. Moreover, Plaintiffs have standing to their California state  
8       claims under the California Business and Professions Code in accordance to  
9  
10      California appellate case law in *Higbee v. Expungement Assistance Services*.<sup>5</sup>

11  
12           21. This Court has personal jurisdiction over Trademark Engine Entities  
13       because the defendants solicit, transact and does business in California and this  
14       District via its website and at least one toll-free telephone number, a substantial  
15       part of the wrongful acts or omissions complained of herein occurred in this  
16       District, and the Defendants are subject to personal jurisdiction in this District.  
17  
18       Trademark Engine Entities purposefully directed its activities toward this  
19       District when it willfully and specifically targeted consumers here and a  
20       substantial part of the harm was felt in this District.  
21  
22

23           22. Venue is proper in the United States District Court for the Northern  
24  
25

---

26       <sup>5</sup> 214 Cal. App. 4th 544 \*; 153 Cal. Rptr. 3d 865 \*\*; 2013 Cal. App. in which the court concluded that the  
27       attorney alleged an identifiable trifle of injury sufficient to withstand a demurrer. The attorney alleged that he  
28       suffered losses in revenue and asset value and was required to pay increased advertising costs specifically  
      because of the provider's unlawful business practices. To have standing under the UCL, the attorney was not  
      required to have engaged in business dealings with the provider. The court saw no reason why the alleged  
      violation of statutes concerning the unauthorized practice of law could not serve as a predicate for the attorney's  
      UCL action. According to the attorney, the provider's unlawful business practices had taken customers away  
      from him.

1 District of California under 28 U.S.C. §§ 1391 (b) and (c).

2  
3 **HARM TO PUBLIC INTEREST**

4 23. Through its acts of preparing and filing trademarks, Trademark Engine  
5 Entities harm the “public interest” in that public consumers become susceptible  
6 to the risk of bad legal advice dispensed by unlicensed, un-trained, and  
7 uninformed non-lawyers.  
8

9 24. Since Trademark Engine LLC is not a “law firm”, then it is necessarily a  
10 non-lawyer that operates beyond the reach of protections built into the legal  
11 profession. Because regulatory protections are built into the legal profession, but  
12 no regulatory protections are in place for online legal services, consumers are  
13 worse off getting bad legal advice from Trademark Engine LLC than from  
14 Plaintiff.  
15  
16

17  
18 **ETHICS RULES RELEVANT TO ALL CLAIMS**

19 **I. USPTO’S DEFINITION OF UNAUTHORIZED PRACTICE OF LAW FOR**  
20 **TRADEMARK MATTERS BEFORE THE USPTO.**  
21

22 25. Consulting with or giving advice to an applicant or registrant in  
23 contemplation of filing a trademark application or application-related document.  
24 **(Exhibit A).**  
25

26 26. Preparing or prosecuting an application, response, post-registration  
27 maintenance document, or other related document. **(Exhibit A).**  
28

1 II. USPTO'S DEFINITION OF LEGAL ADVICE FOR TRADEMARK  
2  
3 MATTERS BEFORE THE USPTO.

4 27. Conducting pre-filing searches for potentially conflicting trademarks.  
5 **(Exhibit B).**

6  
7 28. Analyzing or pre-approving documents before filing. **(Exhibit B).**

8 29. Advising applicants on substantive examination issues, such as the  
9 acceptability of specimens and classification of goods and services. **(Exhibit B).**

10  
11 III. APPLICABLE RULES AND REGULATIONS ON THE PRACTICE OF  
12 LAW BEFORE THE USPTO.

13 USPTO RULES

14  
15 30. **37 CFR §11.503 – Duty to supervise non-lawyers.** With respect to a  
16 non-practitioner assistant employed or retained by or associated with a  
17 practitioner: (b) A practitioner having direct supervisory authority over the  
18 non-practitioner assistant shall make reasonable efforts to ensure that the  
19 person's conduct is compatible with the professional obligations of the  
20 practitioner; and (c) A practitioner shall be responsible for conduct of such a  
21 person that would be a violation of the USPTO Rules of Professional Conduct if  
22 engaged in by a practitioner if: (1) The practitioner orders or, with the  
23 knowledge of the specific conduct, ratifies the conduct involved.

24  
25  
26  
27 31. **37 CFR §11.505 – Unauthorized Practice of Law.** A practitioner shall  
28

1 not practice law in a jurisdiction in violation of the regulation of the legal  
2 profession in that jurisdiction, or assist another in doing so.

3  
4 **32. 37 CFR §11.107 – Conflict of interest.** (a) Except as provided in  
5 paragraph (b) of this section, a practitioner shall not represent a client if the  
6 representation involves a concurrent conflict of interest. A concurrent conflict of  
7 interest exists if: (1) The representation of one client will be directly adverse to  
8 another client; or (2) There is a significant risk that the representation of one or  
9 more clients will be materially limited by the practitioner's responsibilities to  
10 another client, a former client or a third person or by a personal interest of the  
11 practitioner.

12  
13  
14  
15 **33. 37 CFR §11.115 - IOLTA trust account.** A practitioner shall hold  
16 property of clients or third persons that is in a practitioner's possession in  
17 connection with a representation separate from the practitioner's own property.  
18 Funds shall be kept in a separate account maintained in the state where the  
19 practitioner's office is situated, or elsewhere with the consent of the client or  
20 third person.

21  
22  
23 **34. 37 CFR §11.18 – Signature and certification for correspondence filed**  
24 **in the Office.** (a) For all documents filed in the Office in patent, trademark, and  
25 other non-patent matters, and all documents filed with a hearing officer in a  
26 disciplinary proceeding, except for correspondence that is required to be signed  
27  
28

1 by the applicant or party, each piece of correspondence filed by a practitioner in  
 2 the Office must bear a signature, personally signed or inserted by such  
 3 practitioner, in compliance with § 1.4(d) or § 2.193(a) of this chapter.  
 4

5 35. There are other counterpart state court rules in before the California State  
 6 Bar and State Bar of Texas, not reprinted here, with largely similar restrictions.  
 7

8 ///

9 CALIFORNIA CIVIL CODE  
 10

11 36. **California Business and Profession §6125 – Unlawful Practice of**  
 12 **Law.** No person shall practice law in California unless the person is an active  
 13 member of the State Bar.  
 14

15 IV. TRADEMARK ENGINE ENTITIES VIOLATE UNAUTHORIZED  
 16 PRACTICE OF LAW RULES OF THE USPTO AND PROVIDES LEGAL  
 17 ADVICE TO CUSTOMERS FOR UNITED STATES TRADEMARKS.  
 18

19 37. Plaintiffs requested the filing of a trademark application through the  
 20 TrademarkEngine.com website. Email addresses of [raj@legalforcelaw.com](mailto:raj@legalforcelaw.com) for  
 21 customer RAJ ABHYANKER was used.  
 22

23 38. A real trademark related to business of Plaintiffs was used for EVEREST  
 24 CLAY REALTORS was applied for federal registration through the Trademark  
 25 Engine website. Everest Clay Realtors is trade name of a real estate brokerage  
 26 and investment firm started by Plaintiff Raj Abhyanker.<sup>6</sup> The conversations with  
 27  
 28

<sup>6</sup> Plaintiff Raj Abhyanker is also a licensed California Real Estate Broker.

1 Trademark Engine's non-attorney Trademark Document Specialists were audio  
2 recorded. Both Texas and Arizona (from where calls were made) are one party  
3 recording states, as is federal law for interstate calls. A transcripts of these  
4 recordings are found in **Exhibit D**.  
5

6  
7 39. For the prospective trademark, EVEREST CLAY REALTORS,  
8 Trademark Engine provided legal advice to Plaintiffs by selecting classification  
9 and modifying the goods and services description from the template thereby  
10 applying specific law to facts. Specifically, Trademark Engine's non-attorney  
11 representative "Jake" suggested class 36 to the Plaintiff and suggested a  
12 modified description in a chat session (**Exhibit O**). In addition, Trademark  
13 Engine's non attorney staff modified the written goods and description provided  
14 by the Plaintiffs on the online site and memorialized this modification in an  
15 email to the Plaintiff on December 13, 2017 (See **Exhibit P**). Specifically,  
16 Trademark Engine modified the original description provided by the Plaintiffs  
17 from :  
18  
19  
20  
21

22 "Everest Clay is a real estate brokerage in California that will also do property  
23 management and create a website to help them find their real house as well as  
24 find their own real estate investments. We will also self manage my properties."  
25  
26 to:

27 "Real estate brokerage; Real estate service, namely, rental property  
28

1 management; Providing an internet website portal offering information in the  
2 field of real estate concerning the purchase and sale of new and resale homes  
3 and condos; Real estate investment services; Real estate investment services in  
4 the nature of purchasing and selling of real estate for others; Financial  
5 investment in the field of {real estate}; Real estate management services”  
6  
7

8 40. Upon reason and belief, the modification did picked descriptions for class  
9 36 from the ID manual and modified the template description by adding {real  
10 estate}. In addition, Trademark Engine prepared a the search report may  
11 conflict with the EVEREST CLAY REALTORS trademark (**Exhibit Q**).  
12  
13

14 41. Although Trademark Engine represents on its website that it does not  
15 practice law, this representation is false and/or misleading. Trademark Engine  
16 collects both its services fee for a non-attorney filing and \$275 in government  
17 fees in advance of filing. (**Exhibit P**). Moreover, after a trademark filing request  
18 is made on the Trademark Engine website, Trademark Engine practices law per  
19 the USPTO definition in critical steps in which classification of trademarks are  
20 determined, the description of goods and services are adjusted, and search results  
21 are reviewed with customers.  
22  
23

24 42. Trademark Engine admits this in an email during a critical step of “class  
25 selection and description modification step” (**Exhibit P**) as well on the recorded  
26 audio conversation where agent “Michelle” admits “our processors changed the  
27  
28



1 description to make it more acceptable to the USPTO”. (**Exhibit D**).

2  
3 43. Trademark Engine violates a number of clear boundaries for practice of  
4 law, including:

5 a. Consulting with or giving advice to an applicant or registrant in  
6 contemplation of filing a trademark application or application-related  
7 document and Advising applicants on substantive examination issues, such  
8 as the acceptability of specimens and classification of goods and services.  
9  
10 (**Exhibits A and B**)

11  
12 i. With respect to the EVEREST CLAY REALTORS mark, the  
13 non-lawyer trademark document assistant named “Jake” provided legal  
14 advice to the applicant Plaintiff Raj Abhyanker who was contemplating  
15 filing a trademark application for EVEREST CLAY REALTORS.  
16 Trademark Engine representative “Jake” provided the legal advice when  
17 suggested class 36 (**Exhibit O**). Jake also represented that Trademark  
18 Engine would modify the description after fees are paid. *Id.* Trademark  
19 Engine did in fact modify the provided description by selecting items  
20 from the ID Manual of the USPTO and modifying them based on the form  
21 filled by Plaintiff Raj Abhyanker.

22  
23 ii. Trademark Engine admits it practiced law in an email during a  
24 critical step of “class selection and description modification step”  
25  
26  
27  
28

1 (Exhibit P) as well on the recorded audio conversation where agent  
2 “Michelle” admits “our processors changed the description to make it  
3 more acceptable to the USPTO” (Exhibit D).  
4

5 iii. In addition, Trademark Engine’s representative “Aaron” admitted  
6 that “Our processor, once they ran that search, the next thing they’re going  
7 to do is make sure that the class that you’ve selected lines up with the  
8 description as you’ve written it. They’ll also make some suggestions  
9 about improving the wording of the description to make it a little better for  
10 the application, make it more likely to be approved.” (Exhibit D). Aaron  
11 goes on to admit that this work is performed by non-lawyer staff when he  
12 admits “we are not attorneys, but we file the application on your behalf.  
13 So we’ve done thousands of these and so we know what the government’s  
14 looking for and is going to expect to see.” (Exhibit D).  
15

16 iv. In addition, Trademark Engine practiced law when it signed the  
17 USPTO form to proceed with the filing on behalf of Raj Abhyanker.  
18 While Trademark Engine requested Raj Abhyanker signature on its own  
19 website (Exhibit R), it did not do so, and signed on behalf of Plaintiff Raj  
20 Abhyanker directly on the USPTO website without an attorney appointed.  
21 Moreover, Trademark Engine unilaterally waive Plaintiffs Raj  
22 Abhyanker’s right to privacy with respect to the EVEREST CLAY  
23  
24  
25  
26  
27  
28

1 REALTORS trademark by having non-attorney staff sign off rights while  
 2 paying government fees by check box clicking off the following on the  
 3 USPTO government fee form shown in **Exhibit W** including : (1)  
 4 Waiving Plaintiffs Raj Abhyanker's right to cancel the filing or refund the  
 5 government fee paid on their behalf; (2) Waiving right to confidentiality  
 6 of name, phone number, e-mail address, and street address of Plaintiff Raj  
 7 Abhyanker with respect to their trademarks; and (3) Representing to the  
 8 federal government, without checking with Plaintiff Raj Abhyanker has  
 9 the authority to grant, and is granting, the USPTO permission to make the  
 10 information available in its on-line database and in copies of the  
 11 application or registration record. (**Exhibit W**).

12  
 13  
 14  
 15  
 16 b. **Preparing or prosecuting an application, response,**  
 17  
 18 **post-registration maintenance document, or other related document.**  
 19 **(Exhibit A).**

20 Particularly, non-lawyer assistants at Trademark Engine prepared and filed  
 21 the trademark application for EVEREST CLAY REALTORS for filing  
 22 without attorney review. (**Exhibit S**).

23  
 24 c. **Conducting pre-filing searches for potentially conflicting**  
 25 **trademarks. (Exhibit B).**

26  
 27 Particularly, non-lawyer assistants at Trademark Engine prepared pre-filing  
 28

1 searches for potentially conflicting marks for EVEREST CLAY  
2 REALTORS without attorney review. (**Exhibit Q**).

3  
4 d. **Analyzing or pre-approving documents before filing. (Exhibit**  
5 **B).**

6  
7 Trademark Engine admits it analyzed and pre-approved in an email during a  
8 critical step of “class selection and description modification step” (**Exhibit**  
9 **P**) as well on the recorded audio conversation where agents “Michelle”  
10 admits “our processors changed the description to make it more acceptable  
11 to the USPTO” (**Exhibit D**).

12  
13 In addition, non-lawyer assistants at Trademark Engine prepared and filed  
14 the trademark application for EVEREST CLAY REALTORS for filing  
15 without attorney review. (**Exhibit S**).

16  
17  
18 40. Upon reason and belief, Trademark Engine performs the “Modification  
19 Step” to ensure that it does not file ineffectual trademark applications that are  
20 highly likely to get rejected by the USPTO. It seems, upon reason and belief,  
21 Trademark Engine’s non-lawyer staff are not well trained to provide this legal  
22 advice.  
23

24  
25 44. Upon reason and belief, after Trademark Engine’s Trademark Document  
26 Specialists provide critical legal advice during this Modification Step, the mark  
27 proceeds to the “trademark search” phase. This “trademark search” phase is  
28

1 again performed non-lawyer staff without review by licensed attorneys in  
2 violation of the USPTO's practice of law definition in **Exhibits A and B**. After  
3 the search is delivered by non-attorney staff to the customer (**Exhibit Q**), the  
4 phone support of Trademark Engine in the post trademark search step sometimes  
5 provide legal advice by advising customers by giving them advice as to which  
6 specific trademarks in the search report are more likely to block a registration  
7 upon reason and belief.  
8

9  
10  
11 45. After the customer approves the search report, Trademark Engine enters  
12 the customer's information directly into the USPTO website and requests a link  
13 from the USPTO to the signature form using an internal Trademark Engine  
14 non-attorney staff's email ID. (**Exhibit F**). **Trademark Direct does not share**  
15 **this USPTO link to the customer to sign**, and accordingly did not share it with  
16 Plaintiff Abhyanker for the EVEREST CLAY REALTORS trademark  
17 application.  
18  
19

20 46. In contrast, Trademark Direct signs the USPTO link approving the  
21 trademark using non-attorney staff based on the partial customer's approval on  
22 the TrademarkEngine.com website (**Exhibit R**), upon reason and belief. The  
23 reason that the approval is partial is because the TrademarkEngine.com website  
24 does not ask the customer to waive their privacy protections. **Trademark**  
25 **Engine unilaterally waives privacy protections and underlying copyright**  
26  
27  
28

1 **publication rights to the USPTO.** Specifically, Trademark Engine's  
2 non-lawyer staff again go to a different USPTO link emailed to Trademark  
3 Engine by the USPTO which expressly waives each customer's right to privacy  
4 and has Trademark Engine attest that Trademark Engine has the authority to  
5 grant the USPTO permission to make information submitted available on its  
6 online database regardless of the underlying copyrights (**Exhibit W**). On this  
7 same form, Trademark Engine pays the government fee to the USPTO on its  
8 own Trademark Engine credit card and/or deposit account with the USPTO.  
9 Upon reason and belief, Trademark Engine does not refund \$50 of the collected  
10 \$275 government fee collected through its website if the non-lawyer staff at  
11 Trademark Engine determine that the trademark qualifies as a TEAS Plus  
12 application with the lower filing fee of \$225.  
13  
14  
15  
16  
17

18 47. Moreover, upon reason and belief, Trademark Engine maintains no client  
19 trust account (IOLTA account) for trademark matters, uses non-lawyer assistants  
20 to evaluate specimens of use in commerce for authenticity, and performs no  
21 conflict checks against other customers.  
22

23 48. In contrast, as a law firm, Plaintiff LegalForce RAPC Worldwide and its  
24 licensed attorneys must conduct conflict checks with existing clients prior to  
25 taking on representation of prospective clients.<sup>7</sup> It must place client funds in an  
26  
27

---

28 <sup>7</sup> **37 CFR §11.107 – Conflict of interest.** (a) Except as provided in paragraph (b) of this section, a practitioner shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if: (1) The representation of one client will be directly adverse to another client; or (2) There is a

IOLTA trust account prior to work being started.<sup>8</sup> It must hire U.S. licensed attorneys to counsel clients on trademark classification selection, modifying description of goods and services, and reviewing specimens provided by its clients for completeness and applicability to the selected classification.<sup>9</sup>

49. If Plaintiff LegalForce RAPC Worldwide and its licensed attorneys were to adopt a similar model as Trademark Engine, it is very likely that the firm and its licensed attorneys would be disbarred and/or excluded from practicing law by the USPTO, any state in which they are licensed by a State Bar.

50. This is a real threat. Recently, Matthew Swyers (“Swyers”), a former USPTO trademark examining attorney in private practice and founder of The Trademark Company, was excluded for practice by the USPTO for the conduct similar to Trademark Engine’s (**Exhibit H**). In addition, another attorney Tracy W. Druce (“Druce”) was suspended for failure to supervise assistants even though the lawyer did not know of the conduct of his assistants signing documents on his behalf (**Exhibit I**). Moreover, the USPTO also excluded from practice Leonard Tachner (“Tachner”), who, was a suspended attorney

---

significant risk that the representation of one or more clients will be materially limited by the practitioner's responsibilities to another client, a former client or a third person or by a personal interest of the practitioner.

<sup>8</sup> **37 CFR §11.115 - IOLTA trust account.** A practitioner shall hold property of clients or third persons that is in a practitioner's possession in connection with a representation separate from the practitioner's own property. Funds shall be kept in a separate account maintained in the state where the practitioner's office is situated, or elsewhere with the consent of the client or third person.

<sup>9</sup> **California Business and Profession §6125 – Unlawful Practice of Law.** No person shall practice law in California unless the person is an active member of the State Bar. **37 CFR §11.505 – Unauthorized Practice of Law.** A practitioner shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so.

1 whose corporation prepared and filed trademark applications while he was  
2 suspended on the grounds of unauthorized practice of law. (**Exhibit J**).

3  
4 51. Unlike Swyers, Druce, and Tachner, upon reason and belief, the USPTO  
5 and State Bars take no similar action against Trademark Engine Entities. This  
6 double standard is a great injustice that harms both attorneys and the public at  
7 large. Attorneys who have spent years going through law school, taking a  
8 difficult bar exam, maintaining an IOLTA trust account, and performing conflict  
9 checks **cannot** effectively compete against non-law firm competitors like  
10 Trademark Engine on an even playing field. It also lowers the standard of  
11 service to the public because Trademark Engine customers rely on the legal  
12 advice given by non-attorneys. For these reasons, an injunction and damages  
13 false advertising, unfair competition, malpractice, and other causes of action are  
14 sought.

15  
16  
17  
18  
19 V. TRADEMARK ENGINE ENTITIES' MISLEADING GOOGLE, BING,  
20 AND OTHER ONLINE ADVERTISING IS DAMAGING TO PLAINTIFFS'  
21 GOODWILL AND MISLEADING TO THE PUBLIC WITH FALSE  
22 COMPARISONS TO ATTORNEY LED SERVICES, AS SUCH ACTIONS  
23 CAUSING IRREPARABLE HARM TO PLAINTIFFS.  
24

25  
26 52. Plaintiff LegalForce RAPC Worldwide and Defendant Trademark Engine  
27 are among the largest purchasers of online advertising including on Google and  
28



1 Bing per month for “trademark filing” (**Exhibit T**) and “trademark registration”  
2 (**Exhibit U**) related search terms.  
3

4 53. Upon reason and belief, Trademark Engine’s non-attorney trademark  
5 filing service has threatened, and continues to threaten, Plaintiff LegalForce  
6 RAPC’s business directly by competitively bidding against Plaintiff LegalForce  
7 RAPC Worldwide on Google and Bing for the keywords during the year 2017  
8 through deceptive advertising which are predicated on the unauthorized practice  
9 of law. (**Exhibit L**).  
10  
11

12 54. Trademark Engine is not a law firm or authorized to practice law in any  
13 state. Moreover, upon reason and belief, Trademark Engine is not a registered  
14 or bonded legal document assistant under California Business and Professions  
15 Code, sections §6400 et seq.  
16  
17

18 55. Despite not being a law firm and despite not hiring any attorneys  
19 representing external clients, Trademark Engine purchases advertisements  
20 whenever consumers search terms related to the practice of trademark law  
21 including “trademark filing” (**Exhibit T**) and “trademark registration” (**Exhibit**  
22 **U**). The advertising copy in the resulting advertisements is highly misleading,  
23 leading a consumer to believe that he or she will be represented by an attorney.  
24  
25

26 56. In contrast, rules for mandatory conflict checks, attorney client privilege,  
27 and storing client funds in IOLTA accounts have been adopted by every State  
28

Bar, for the explicit purpose of protecting clients. Trademark Engine boasts about eschewing these long standing client protections. While not having power of attorney, not holding attorney client privilege, and not conducting conflict checks, yet still providing legal advice, Trademark Engine’s advertising copy is explicitly designed to wrongfully imply that avoiding conflict checks is a benefit to clients.

## CAUSES OF ACTION

### **FIRST CLAIM FOR RELIEF**

#### **FEDERAL FALSE & MISLEADING ADVERTISING AND UNFAIR COMPETITION IN VIOLATION OF THE FEDERAL TRADE COMMISSION ACT, 15 U.S.C. § 45, 15 U.S.C. § 52, 15 U.S.C. § 53 (Against all Defendants and DOES 1-50)**

57. Plaintiffs incorporate herein by reference paragraphs **1-56** above.

58. Through its acts of preparing and filing trademarks, Trademark Engine harms the “public interest” in that public consumers become susceptible to the risk of bad legal advice dispensed by unlicensed, un-trained, and uninformed non-lawyers.

59. Since Trademark Engine is not a “law firm”, then it is necessarily a non-lawyer that operates beyond the reach of protections built into the legal profession. Because regulatory protections are built into the legal profession, but no regulatory protections are in place for online legal services, consumers are

1 worse off getting bad legal advice from Trademark Engine than from Plaintiff.  
2

3 60. The Plaintiffs are bound to the rules governing the legal profession and  
4 USPTO, and that those rules are designed to protect consumers. If it in fact  
5 achieves what it sets out to disclaim, Trademark Engine's disclaimer and terms  
6 of use demonstrate that there is some merit to the argument that limiting the  
7 practice of law to lawyers benefits consumers by guaranteeing protections built  
8 into the legal profession.  
9  
10

11 61. Consider the following excerpt directly from the home page of  
12 Trademark Engine's website (**Exhibit C**) or on the Terms and Conditions page  
13 (**Exhibit V**):  
14

15 a. "Trademark Engine is not a "lawyer referral service" and does not  
16 provide legal advice or participate in any legal representation. Use of Trademark  
17 Engine is subject to our Terms of Service and Privacy Policy." (**Exhibit C**).  
18

19 b. We are not a law firm. We do not provide and cannot provide legal advice  
20 to you. (**Exhibit V**).  
21

22 c. This Agreement, Below, Contains A Binding Arbitration Provision  
23 Governed By The Federal Arbitration Act And A Waiver Of Class Actions.  
24 (**Exhibit V**).  
25

26 d. We are a technology platform that helps create forms and we are not a law  
27 firm or legal service provider. (**Exhibit V**).  
28

1 e. We are not a substitute for an attorney and we cannot provide you any  
2 legal advice. Our customer service representatives cannot answer legal questions  
3 and because we do not have an attorney-client relationship, any communications  
4 with our customer service representatives are not privileged and you should not  
5 share confidential information with them. **(Exhibit V)**.

6  
7  
8 f. We may, but are not authorized to, review the information you provide to  
9 us for completeness, inconsistencies or other administrative errors. At no time do  
10 we review your answers for legal sufficiency, draw legal conclusions, provide  
11 legal advice, opinions or recommendations about your legal rights, remedies,  
12 defenses, options, selection of forms, or strategies, or apply the law to the facts  
13 of your particular situation. If you believe you have received any legal services  
14 or advice from us, you will not make your purchase. **(Exhibit V)**.

15  
16  
17  
18 62. By renouncing the attorney-client relationship and purporting to provide  
19 legal information rather than legal advice, Trademark Engine hopes to achieve  
20 two business advantages at the expense of consumers: (1) sidestepping  
21 professional responsibilities governing the legal profession and (2) avoiding  
22 liability. Inconsistently, it says “If you believe you have received any legal  
23 services or advice from us, you will not make your purchase”, despite providing  
24 legal advice only after making a purchase on its website. **(Exhibit V)**.

25  
26  
27 63. The Plaintiffs’ emphasize that Trademark Engine avoids the  
28

1 responsibilities of law practice by characterizing its services as “self-help” for  
2 pro se litigants and maintaining that the website cannot substitute for an  
3 attorney, without regard to any understandable assumptions otherwise.  
4 Trademark Engine’s employees are trained to disseminate legal “advice.”  
5 Despite this, if taken at face value, Trademark Engine’s disclaimer and terms of  
6 use allow it to operate “free from the confines of ethical rules enforceable upon  
7 attorneys.  
8

9  
10  
11 64. Plaintiffs further argue that by falling outside the existing regulatory  
12 space for legal services—where regulations are designed by and applied to  
13 licensed lawyers—Trademark Engine Entities deny consumers redress that they  
14 would otherwise have for faulty legal advice.  
15

16  
17 65. For example, communications with the Trademark Engine’s website are  
18 protected only by the company’s Privacy Policy, not the attorney-client privilege  
19 or work product doctrine of Plaintiff LegalForce RAPC Worldwide. Trademark  
20 Engine has no duty of confidentiality, which would otherwise prevent an  
21 attorney from revealing information relating to the representation. Under the  
22 existing regulatory structure, Trademark Engine also operates beyond the reach  
23 of comparable disciplinary authorities for charging an unreasonable fee or  
24 obtaining consent for representing clients with conflicts of interest.  
25  
26

27 66. Deceptive advertising is another particularly relevant problem for many  
28

1 customers using Trademark Engine. Plaintiffs' argue that if Trademark Engine  
2  
3 were a law firm, its practices would be disciplined by potential violations for  
4 communicating false or misleading information about its services.

5  
6 67. Moreover, Plaintiffs points out that Trademark Engine limits its own  
7 liability for problems arising from its services in ways impermissible for  
8 practicing lawyers. By operating outside the professional rules, Trademark  
9 Engine bypasses the duties of competence and diligence required of all lawyers  
10 practicing law—duties which, if violated, could give teeth to malpractice  
11 actions. A comprehensive liability limitation clause requires that customers  
12 hold Trademark Engine and its officers, directors, employees, and agents  
13 harmless for any indirect, punitive, special, incidental, or consequential damage,  
14 except as prohibited by law. Without a lawyer to fall back on, customers  
15 relying on Trademark Engine may sometimes fail to comply with  
16 jurisdiction-specific requirements, resulting in an increase of reliance on lawyers  
17 conducting post-mortem fixes to remedy problems. Though the disclaimer is not  
18 guaranteed to waive Trademark Engine of all liability, it makes it more difficult  
19 for clients to avoid shouldering liability for costly errors in legal documentation.  
20  
21

22  
23 68. The Federal Trade Commission Act prohibits any unfair methods of  
24 competition in or affecting commerce, and unfair or deceptive acts or practices  
25 in or affecting commerce, and declares such acts or practices unlawful.  
26  
27  
28

1           69. Trademark Engine is not a law firm in the United States and is not  
2  
3 authorized to practice law in any state. Trademark Engine is not a registered or  
4 bonded legal document assistant under California Business and Professions  
5 Code, sections §6400 et seq.  
6

7           70. The Federal Trade Commission Act prohibits false and misleading  
8 advertising and prohibits advertisers like Trademark Engine from making any  
9 claim, and directly or indirectly, in words or in substance, qualified or  
10 unqualified, that contain express or implied falsehoods.  
11

12           71. Trademark Engine has threatened Plaintiff LegalForce RAPC  
13 Worldwide's business directly by misleading consumers and unfairly competing  
14 with Plaintiffs for the keywords "trademark filing", "trademark registration"  
15 among hundreds of other keywords. The conduct is unfair and unethical  
16 because Trademark Engine makes a number of false and misleading statements  
17 in its advertising copy.  
18  
19

20           72. As described above, Trademark Engine has made false and/or misleading  
21 statements of fact concerning the non-attorney nature of its services and products  
22 in its online advertising and promotion, while giving legal advice through  
23 non-attorneys and covertly hiding the identity of its owner attorney Crabtree.  
24 Moreover, Trademark Engine had misled consumers by :  
25  
26

27           A. Representing that customers can "Let the Professionals File Your Trademark  
28

1 Today” while bidding on keywords including “trademark filing”, “trademark  
2 registration”, and misdirecting users to their \$69 or \$198 non-attorney guided  
3 trademark filing service. **In fact, none of Trademark Engine’s employees**  
4 **preparing trademark filings are licensed trademark professionals of any**  
5 **kind, much less attorneys.**

6  
7  
8 B. Representing that customers “protect their identity” through Trademark  
9 Engine’s “Identity Protection Program” (**Exhibit Y**) when, in fact, it waives the  
10 right of confidentiality unilaterally for all its customers including those that  
11 purchase this recurring service including the Plaintiff Raj Abhyanker (**Exhibit**  
12 **W**).

13  
14  
15 73. Trademark Engine uses the search terms “trademark filing”, “trademark  
16 registration” to redirect customers to Trademark Engine’s false and misleading  
17 advertisements and to disseminate such false and misleading advertisements in  
18 interstate commerce. As a result, Trademark Engine has widely disseminated  
19 such false and misleading advertisements via the internet to relevant purchasing  
20 public so as to sufficiently constitute commercial advertising under the Federal  
21 Trade Commission Act.

22  
23  
24 74. Trademark Engine’s non-attorney, unlicensed trademark document  
25 specialists unlawfully assist customers with modifying goods and services  
26 descriptions, selecting classifications of trademarks to be filed before the United  
27  
28



1 States Patent & Trademark Office, and filing trademarks before the United  
2 States Patent & Trademark Office.  
3

4 75. Trademark Engine's false and misleading advertisements have deceived a  
5 substantial segment of the audience exposed to it, or have the capacity for such  
6 deception, and have influenced, or are likely to influence, consumer purchasing  
7 decisions.  
8

9 76. Trademark Engine sells, offers for sale, distributes, and/or advertises  
10 goods and services to consumers that directly compete with Plaintiffs' sales of  
11 their own services and products.  
12

13 77. Trademark Engine's conduct demonstrates an intentional, willful, and  
14 malicious intent to deceive consumers and unfairly compete with Plaintiffs.  
15

16 78. Trademark Engine's false and misleading advertisements have caused  
17 and, unless enjoined, will continue to cause immediate and irreparable harm to  
18 Plaintiffs for which there is no adequate remedy at law. In addition, as a result  
19 of Trademark Engine's false and misleading advertisements, Plaintiffs have been  
20 injured, including but not limited to, decline in sales and market share, loss of  
21 goodwill, and additional losses and damages. Furthermore, Trademark Engine  
22 has been unjustly enriched at the expense of Plaintiffs as a consequence of  
23 Trademark Engine's false and misleading advertising. Accordingly, Plaintiffs  
24 are entitled to injunctive relief and to recover actual damages, enhanced profits  
25  
26  
27  
28

1 and damages, costs, Trademark Engine's profits, and reasonable attorneys' fees  
 2  
 3 under 15 U.S.C. §§ 1114, 1116, and 1117.

4  
 5 **SECOND CLAIM FOR RELIEF**  
 6 **CALIFORNIA UNFAIR COMPETITION IN VIOLATION OF**  
 7 **CAL. BUS. & PROF. CODE § 17200 *ET SEQ.***  
 8 **(Against all Defendants and DOES 1-50)**

9 79. Plaintiffs incorporate herein by reference paragraphs **1-78** above.

10 80. Trademark Engine's false comparisons with Plaintiffs' attorney managed  
 11 U.S. trademark service as being comparable to Trademark Engine's non-attorney  
 12 service through misleading advertising, as alleged above, constitute unfair  
 13 competition in violation of Section §17200 *et seq.* of the California Business and  
 14 Professions Code.  
 15

16  
 17 81. Trademark Engine falsely represents that customers can "Let the  
 18 Professionals File Your Trademark Today" while bidding on keywords  
 19 including "trademark filing" when no licensed professional is involved. (**Exhibit**  
 20 **T**) In fact, none of Trademark Engine's employees preparing trademark filings  
 21 are licensed trademark professionals of any kind, much less attorneys.  
 22

23  
 24 B. Representing that customers "protect their identity" through Trademark  
 25 Engine's "Identity Protection Program" (**Exhibit Y**) when, in fact, it waives the  
 26 right of confidentiality unilaterally for all its customers, even the Plaintiff Raj  
 27 Abhyanker that purchased this plan by signing away rights on the government  
 28

1 form (**Exhibit W**).

2  
3 82. Trademark Engine uses the search terms “trademark filing”, “trademark  
4 registration” to redirect customers to Trademark Engine’s false and misleading  
5 advertisements and to disseminate such false and misleading advertisements in  
6 interstate commerce. As a result, Trademark Engine has widely disseminated  
7 such false and misleading advertisements via the internet to relevant purchasing  
8 public so as to sufficiently constitute commercial advertising under the Section  
9  
10 §17200 *et seq.* of the California Business and Professions Code.  
11

12 83. Trademark Engine’s non-attorney trademark document specialists  
13 unlawfully assist customers with modifying goods and services descriptions,  
14 selecting classifications of trademarks to be filed before the United States Patent  
15 & Trademark Office, and filing trademarks before the United States Patent &  
16 Trademark Office.  
17  
18

19 84. As a result of Trademark Engine’s wrongful acts, Plaintiffs have suffered  
20 and will continue to suffer loss of hundreds of thousands of dollars of income,  
21 profits and valuable business opportunities and if not preliminarily or  
22 permanently enjoined, Trademark Engine will have unfairly derived and will  
23 continue to derive income, profits and business opportunities as a result of its  
24 wrongful acts.  
25  
26

27 85. Pursuant to California Business and Professions Code Section §17200 *et*  
28

1 *seq.*, Plaintiffs seek an order of this Court preliminarily and permanently  
 2 enjoining Trademark Engine from continuing to engage in the unlawful, unfair  
 3 and fraudulent acts or practices set forth herein, as well as compensatory  
 4 damages and restitution.  
 5

### 6 **THIRD CLAIM FOR RELIEF**

#### 7 **CALIFORNIA FALSE & MISLEADING ADVERTISING IN VIOLATION OF** 8 **CAL. BUS. & PROF. CODE § 17500 *ET SEQ.* and § 17600 *ET SEQ.*** 9 **(Against all Defendants and DOES 1-50)** 10

11 86. Plaintiffs incorporate herein by reference paragraphs **1-85** above.

12 87. Trademark Engine's false comparisons with Plaintiffs' attorney managed  
 13 U.S. trademark service as being comparable to Trademark Engine's non-attorney  
 14 service through misleading advertising, as alleged above, constitute unfair  
 15 competition in violation of Section §17200 *et seq.* of the California Business and  
 16 Professions Code.  
 17

18 88. Beginning on a date unknown to Plaintiffs but likely within at least the  
 19 last year preceding the filing of the Complaint, Trademark Engine, acting  
 20 directly or indirectly with the intent to induce members of the public to engage  
 21 Trademark Engine's services and purchase Trademark Engine's products, made  
 22 or caused to be made, in violation of Business and Professions Code Section  
 23 §17500, untrue or misleading statements in the state of California via its website,  
 24 that include, but are not limited to, the following:  
 25  
 26  
 27  
 28

1 89. Representing that customers can “Let the Professionals File Your  
2 Trademark Today” while bidding on keywords including “trademark filing”,  
3 “trademark registration”, and misdirecting users to their \$69 or \$198  
4 non-attorney guided trademark filing service. In fact, none of Trademark  
5 Engine’s employees preparing trademark filings are licensed trademark  
6 professionals of any kind, much less attorneys.  
7

8  
9 90. Representing that customers “protect their identity” through Trademark  
10 Engine’s “Identity Protection Program” (**Exhibit Y**) when, in fact, it waives the  
11 right of confidentiality unilaterally for all its customers, even the Plaintiff Raj  
12 Abhyanker that purchased this plan by signing away rights on the government  
13 form (**Exhibit W**).  
14

15  
16 91. Falsely implying that Trademark Engine is trustworthy because it was  
17 covered in leading news publications, when in fact it never was. **Exhibit C** is a  
18 view of the TrademarkEngine.com home page<sup>10</sup>, showing prominently logos of  
19 the Wall Street Journal, Forbes, the Huffington Post, CNN, and Mashable,  
20 leading a reasonable consumer to believe that Trademark Engine has been  
21 written up by editorials of these publications. Upon reason and belief,  
22 Trademark Engine has never been featured in these publications either in print or  
23 online.  
24  
25

26  
27 92. Falsely implying that Trademark Engine is trustworthy because it assisted  
28

---

<sup>10</sup> TrademarkEngine.com homepage, last checked December 24, 2017.

1 with the protection of famous trademarks. **Exhibit C** shows a rotating collection  
2 of recently trademarked companies under the heading “Recently Trademarked  
3 Companies” including “threadless”, “slack”, “stripe”, and “soundcloud” leading  
4 a reasonable consumer to believe that Trademark Engine has been involved in  
5 the protection of trademarks for leading Internet companies. In fact, upon  
6 reason and belief, and upon search of USPTO records, Trademark Engine  
7 Entities were never involved in the protection of trademarks for these prominent  
8 brands.

12 93. Trademark Engine uses the search terms “trademark filing”, “trademark  
13 registration” to redirect customers to Trademark Engine’s false and misleading  
14 advertisements and to disseminate such false and misleading advertisements in  
15 interstate commerce. As a result, Trademark Engine has widely disseminated  
16 such false and misleading advertisements via the internet to relevant purchasing  
17 public so as to sufficiently constitute commercial advertising under the Section  
18 §17200 *et seq.* of the California Business and Professions Code.

22 94. Trademark Engine’s non-attorney trademark document specialists  
23 unlawfully assist customers with modifying goods and services descriptions,  
24 selecting classifications of trademarks to be filed before the United States Patent  
25 & Trademark Office, and filing trademarks before the United States Patent &  
26 Trademark Office.

1 95.Trademark Engine is not a law firm in the United States and is not  
2 authorized to practice law in any state. Trademark Engine is not a registered or  
3 bonded legal document assistant under California Business and Professions  
4 Code, sections §6400 et seq.  
5

6  
7 96.Trademark Engine has threatened Plaintiff LegalForce RAPC  
8 Worldwide's business directly by misleading consumers searching Google and  
9 Bing for "trademark filing" and "trademark registration" to non-attorney  
10 trademark landing pages. This creates unfair competition for Plaintiffs which  
11 file all trademarks of their clients before the USPTO with representation by  
12 licensed attorneys at LegalForce RAPC Worldwide's offices, in either California  
13 or Arizona. The conduct is unfair and unethical because it misleads customers  
14 to selecting Trademark Engine's services instead of those of the Plaintiffs based  
15 on fraudulent premises.  
16  
17  
18

19 97.While using AdWords to trigger and disseminate the misleading  
20 advertisements herein alleged, Trademark Engine knew, or by the exercise of  
21 reasonable care should have known, that the advertisements were untrue and  
22 misleading and so acted in violation of Section §17500 of the Business and  
23 Professions Code. Trademark Engine's advertising further violates Section  
24 §17509 and Section §17600 *et seq.* in that the advertisements herein alleged for  
25 the reoccurring "Identity Protection Program" (**Exhibit Y**) includes false and  
26  
27  
28

1 untrue promises of protecting identity, while Trademark Engine expressly  
2 waives this confidentiality and privacy rights unilaterally without customer  
3 consent when paying government fees (**Exhibit W**).

4  
5 98. Trademark Engine's non-attorney trademark document specialists  
6 unlawfully assist customers with modifying goods and services descriptions,  
7 selecting classifications of trademarks to be filed before the USPTO, and filing  
8 trademarks before the USPTO.  
9

10  
11 99. Trademark Engine has been unjustly enriched through its false and  
12 misleading advertising.  
13

14 100. Plaintiffs have lost business caused by the false and misleading  
15 Trademark Engine advertisements as a result of at least one customer refusing to  
16 do business with Plaintiffs due to the fact that Trademark Engine advertisements  
17 falsely implying that Trademark Engine offers trademark filing services with the  
18 USPTO in an ethically compliant manner, upon reason and belief.  
19

20 101. Unless restrained by this court, Trademark Engine will continue with  
21 its untrue and misleading advertising, as alleged above, in violation of Section  
22 §17500 of the Business and Professions Code and in violation of Section §17509  
23 of the California Business and Professions Code, thus, tending to render  
24 judgment in the instant action ineffectual and will cause additional injury to  
25 Plaintiffs for which Plaintiffs have no adequate remedy at law.  
26  
27  
28



1           102. Pursuant to California Business and Professions Code Section §17500,  
2  
3 Plaintiffs seek an order of this Court preliminarily and permanently enjoining  
4 Trademark Engine from continuing to engage in the false and misleading  
5 advertising set forth herein, as well as compensatory damages and restitution.  
6

7           103. Trademark Engine's business practices and acts, fully described above,  
8 constitute an unlawful practice of law and create false and misleading  
9 impressions on potential clients of Plaintiff LegalForce RAPC Worldwide.  
10

11           104. Trademark Engine's business model and acts, including but not limited  
12 to its website and false and misleading advertising, constitute unfair practices,  
13 intentionally aimed at getting ahead of any competitors with lawful business  
14 conduct such as that of the Plaintiffs. The acts alleged herein continue to present  
15 a threat to Plaintiffs and average consumers, especially the ones with limited  
16 resources.  
17  
18

19           105. Trademark Engine's acts were, and are, likely to deceive an average  
20 consumer, and thus constitute unfair business practices as described herein.  
21

22           106. Trademark Engine has engaged in unlawful, unfair and fraudulent  
23 business practices and damaged the public and Plaintiffs through the conduct  
24 alleged herein.  
25

26           107. Plaintiffs are informed, believe, and thereupon allege that Trademark  
27 Engine's conduct as described herein was, and is, unlawful, unfair and/or  
28

1 fraudulent in violation of Section §17000 *et. sq.* of the California Business and  
2 Professions Code and has the potential to cause, and has in fact caused,  
3 confusion in the marketplace.  
4

5 108. Plaintiffs have been irreparably harmed and will continue to be  
6 irreparably harmed as a result of Trademark Engine's unlawful acts unless  
7 enjoined by this Court.  
8

9 109. The conduct herein complained of was extreme, outrageous,  
10 surreptitious, and was inflicted on Plaintiffs in reckless disregard of Plaintiffs'  
11 rights.  
12

13 110. Plaintiffs are entitled to an injunction restraining Trademark Engine,  
14 and all persons acting in concert with them, from engaging in such further acts  
15 of unfair competition, including:  
16

17 i. Enjoining non-lawyer assistants of Trademark Engine to recommend and  
18 advise on selection of classifications of goods and services for trademark  
19 applications sought to be filed with the USPTO directly to customers, modify  
20 standard descriptions from the USPTO ID manual directly for customers and pay  
21 government fees on behalf of customers who are not represented by a lawyer.  
22

23 ii. Enjoining Trademark Engine from purchasing misleading advertising related  
24 to "trademark filing", "trademark registration", and related keywords for  
25 non-attorney trademark filing services offered by Trademark Engine with  
26  
27  
28

1 respect to U.S. trademark matters.

2  
3 **FOURTH CLAIM FOR RELIEF**  
4 **PROFESSIONAL NEGLIGENCE**

5 (Against Defendant Crabtree, Gray Reed & McGraw and DOES 1-50)

6 111. Plaintiffs incorporate herein by reference paragraphs **1-110** above.

7 112. Trademark Engine is not a law firm in the United States and is not  
8 authorized to practice law in any state.

9  
10 113. In addition, upon reason and belief, Defendants owed a duty to  
11 Plaintiff Raj Abhyanker when they collected more than \$450 in legal service and  
12 government fees from Plaintiff Raj Abhyanker without depositing the funds into  
13 an IOLTA trust account and conducting a conflict check against existing  
14 customers and adverse parties for the EVEREST CLAY REALTORS trademark  
15 in the Gray Reed & McGraw P.C. law firm or with customers of Trademark  
16 Engine LLC.  
17

18  
19 114. Defendants have breached that duty by purposefully engaging in the  
20 unauthorized practice of law with respect to the filing of the EVEREST CLAY  
21 REALTORS trademark on behalf of Plaintiff Raj Abhyanker respectively while  
22 falsely implying that no legal advice was to be received in the “non-attorney”  
23 trademark filing service linked to a Google advertisements falsely implying that  
24 professional attorney help will be provided.  
25  
26

27 115. Moreover, Defendants breached their duty to Plaintiff Raj Abhyanker  
28

1 by not supervising non-lawyer assistants Aaron, Jake, Michelle, and others who  
2 provided legal advice including classification selection, description of goods and  
3 services modification, search report preparation, and search report analysis for  
4 the federal trademark applications for EVEREST CLAY REALTORS.  
5

6  
7 116. In addition, Defendants and DOES 1-50, each of them owed a duty to  
8 Plaintiff Raj Abhyanker to act at all times in good faith and in Plaintiff Raj  
9 Abhyanker's best interests, and had a duty, among other things, to perform the  
10 services for which their corporate entity Trademark Engine was retained with  
11 reasonable care and skill to prepare and file the EVEREST CLAY REALTORS  
12 trademark, to act in the Plaintiff Raj Abhyanker highest and best interests at all  
13 times, and to not expose Plaintiff Raj Abhyanker to unnecessary risk or peril.  
14  
15

16 117. By providing legal advice in the selection of classification and  
17 description of goods and services to Plaintiff Raj Abhyanker using non-lawyer  
18 assistants (**Exhibit D**), Defendants exposed Plaintiff Raj Abhyanker to risk or  
19 peril for their EVEREST CLAY REALTORS trademark as described by the  
20 USPTO web page titled "Proper representation in trademark matters" (**Exhibit**  
21 **A**), including but not limited to (1) delaying and prolonging in the trademark  
22 application process, potentially leading to abandonment of the EVEREST  
23 CLAY REALTORS application, and jeopardizing the validity of any resulting  
24 registration.  
25  
26  
27  
28

118. Defendants each breached their neglected fiduciary duties to Plaintiff Raj Abhyanker by failing to properly supervise legal assistants, paid search specialists, and/or on-page marketing specialists in violation of 37 CFR §11.503 – Duty to supervise non-lawyers. Specifically, Defendants each failed to supervise a non-practitioner assistant employed or retained by or associated with Trademark Engine while being responsible for conduct of such a person that would be a violation of the USPTO Rules of Professional Conduct if engaged in by a practitioner.

119. At all times mentioned here, Defendants failed to exercise the required standard of care and by failing have jeopardized the validity of the Plaintiffs' EVEREST CLAY REALTORS trademark.

120. Further, as a direct and proximate result of the negligence, omissions, and/or intentional acts of Defendants, Plaintiff Raj Abhyanker have sustained damages, among other things loss in legal fees paid to Trademark Engine in the amount of \$198 and other amounts which will be determined according to proof at trial.

**FIFTH CLAIM FOR RELIEF**  
**BREACH OF FIDUCIARY DUTIES**

**(Against Defendant Crabtree, Gray Reed & McGraw and DOES 1-50)**

121. Plaintiffs incorporate herein by reference paragraphs **1-120** above.

122. Trademark Engine is not a law firm in the United States and is not

1 authorized to practice law in any state.

2  
3 123. Upon reason and belief, Defendants breached their fiduciary duty to  
4 Plaintiff Raj Abhyanker when they collected more than \$450 in legal service and  
5 government fees from Plaintiff Raj Abhyanker without depositing funds into an  
6 IOLTA trust account and conducting a conflict check against existing customers  
7 and adverse parties for the EVEREST CLAY REALTORS trademark through a  
8 corporation they formed and in which they are substantial individual  
9 shareholders, Trademark Engine LLC.  
10  
11

12 124. In addition, Defendants have breached a fiduciary duty by purposefully  
13 engaging in the unauthorized practice of law with respect to the filing of the  
14 EVEREST CLAY REALTORS trademark on behalf of Plaintiff Raj Abhyanker  
15 respectively while falsely implying that no legal advice was to be received in the  
16 “non-attorney” trademark filing service linked to a Google advertisements  
17 falsely implying that attorney help will be provided.  
18  
19

20 125. Moreover, Defendants breached their fiduciary duty to Plaintiff Raj  
21 Abhyanker by not supervising non-lawyer assistants Aaron, Jake, Michelle as  
22 well as unknown others who provided legal advice including classification  
23 selection, description of goods and services modification, search report  
24 preparation, and search report analysis for the federal trademark applications for  
25 EVEREST CLAY REALTORS.  
26  
27  
28

1           126. In addition, Defendants and DOES 1-50, each of them owed a  
2           fiduciary duty to Plaintiff Raj Abhyanker to act at all times in good faith and in  
3           their best interests, and had a duty, among other things, to perform the services  
4           for which their corporate entity Trademark Engine was retained with reasonable  
5           care and skill to prepare and file the EVEREST CLAY REALTORS trademark,  
6           to act in the Plaintiffs' highest and best interests at all times, and to not expose  
7           Plaintiff Raj Abhyanker to unnecessary risk or peril.  
8

9  
10  
11           127. By providing legal advice in the selection of classification and  
12           description of goods and services to Plaintiff Raj Abhyanker using non-lawyer  
13           assistants (**Exhibit D**), Defendants exposed Plaintiff Raj Abhyanker to risk or  
14           peril for his EVEREST CLAY REALTORS trademark as described by the  
15           USPTO web page titled "Proper representation in trademark matters" (**Exhibit**  
16           **A**), including but not limited to (1) delay and prolong in the trademark  
17           application process, potentially leading to abandonment of the EVEREST  
18           CLAY REALTORS trademark applications, and jeopardizing the validity of any  
19           resulting registration.  
20  
21

22  
23           128. Defendants each breached their neglected fiduciary duties to Plaintiff  
24           Raj Abhyanker by failing to properly supervise legal assistants, paid search  
25           specialists, and/or on-page marketing specialists in violation of 37 CFR §11.503  
26           – Duty to supervise non-lawyers. Specifically, Defendants each failed to  
27  
28

1 supervise a non-practitioner assistant employed or retained by or associated with  
2 Trademark Engine while being responsible for conduct of such a person that  
3 would be a violation of the USPTO Rules of Professional Conduct if engaged in  
4 by a practitioner.  
5

6  
7 129. At all times mentioned here, Defendants failed to exercise the required  
8 standard of care and by failing to have jeopardized the validity of the EVEREST  
9 CLAY REALTORS trademark application.  
10

11 130. Further, as a direct and proximate result of the negligence, omissions,  
12 and/or intentional acts of Defendants, Plaintiff Raj Abhyanker have sustained  
13 damages, among other things loss in legal fees paid to Trademark Engine in the  
14 amount of \$198 and other amounts which will be determined according to proof  
15 at trial.  
16

### 17 **PRAYER FOR RELIEF**

18  
19 WHEREFORE, Plaintiffs pray judgment as follows:

20 1. Temporary and permanent injunctions as defined herein be entered in their  
21 favor and against all Defendants, and any company or entity in which  
22 Defendants have an ownership or beneficial interest, first temporarily and then  
23 permanently restraining and enjoining them, directly or indirectly, on their own  
24 or as a partner, or an employee from operating websites known as  
25 [www.trademarkengine.com](http://www.trademarkengine.com), [www.grayreed.com](http://www.grayreed.com), [www.swiftfilings.com](http://www.swiftfilings.com),  
26  
27  
28



1 [www.legalvorce.com](http://www.legalvorce.com), or any other website that attempts to offer any legal  
2 services requiring the practice of law including, but not limited to, U.S.  
3 trademark filing and prosecution services for office actions, statements of use,  
4 oppositions, trademark watch, renewal, opposition, and litigation services.  
5

6  
7 2. From further acts of false and misleading advertising and unfair  
8 competition that would damage or injure Plaintiffs.  
9

10 3. The Court find Trademark Engine's acts of false and misleading  
11 advertising and unfair competition to be knowing and willful, and an  
12 exceptional case within the meaning of 15 U.S.C. §1117 and California law.  
13

14 4. Restitution as allowed under applicable statutes.

15 5. Compensatory damages in an amount believed to be in excess of one  
16 million dollars (\$1,000,000) to be determined at trial. Plaintiffs' damages are  
17 continuing each day as they are unable to compete fairly due to Defendant'  
18 unlawful actions, and they will seek treble recovery of all additional damages  
19 they incur during the pendency of this lawsuit.  
20

21 6. Punitive damages in an amount to be determined at trial.  
22

23 7. Legal and equitable further relief as this court finds just and proper.  
24

25 8. Permanent exclusion from practice of law before the USPTO and the State  
26 of Texas of Defendant Trademark Engine and its owner Travis Crabtree.  
27

28 9. Order compelling the USPTO to follow its stated procedures for

1 notification to affected applicants of an excluded marks for all trademarks in  
2 which government fees were paid by the excluded party (**Exhibit X**) including,  
3 but not limited notifications to the affected applicant or registrant that:

- 4 i. Trademark Engine is not entitled to practice before the USPTO in  
5 trademark matters and, therefore, may not represent the  
6 applicant or registrant.
- 7 ii. Any trademarks and documents filed by Trademark Engine are  
8 *void ab initio*, meaning they were invalid from the start of any  
9 action taken by the excluded party.
- 10 iii. Trademark Engine may not sign checkboxes, pay government  
11 fees, prepare trademark applications, assist with responses to the  
12 USPTO's actions, authorize examiner's amendments or priority  
13 actions, conduct interviews with USPTO employees, or  
14 otherwise represent an applicant, registrant, or party to a  
15 proceeding before the USPTO.
- 16 iv. All correspondence concerning the application or registration will  
17 be sent to the domestic representative if one has been appointed,  
18 or, alternatively, and in most circumstances, to the applicant or  
19 registrant at his/her address of record.

20 10. Plaintiffs be awarded costs, prejudgment interest and attorneys' fees  
21  
22  
23  
24  
25  
26  
27  
28

1 pursuant to 15 U.S. Code § 7706 of the Federal Trade Commission Act for  
2  
3 exceptional case, and other applicable statutes.

4  
5 Respectfully submitted this Tuesday December 26, 2017.  
6

7  
8 LEGALFORCE RAPC WORLDWIDE P.C.  
9

10  
11 /s/ Raj V. Abhyanker  
12 Raj V. Abhyanker  
13 California State Bar No. 233,284  
14 Attorney for Plaintiffs:  
15 LegalForce RAPC Worldwide, P.C.,  
16 LegalForce, Inc., and  
17 Raj V. Abhyanker

18  
19 **JURY TRIAL DEMAND**  
20

21 Plaintiffs hereby request a jury trial for all causes of action alleged in this  
22 Complaint.  
23

24 Respectfully submitted this Tuesday December 26, 2017.  
25

26 LEGALFORCE RAPC WORLDWIDE P.C.  
27

28 By /s/ Raj V. Abhyanker

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

Raj V. Abhyanker  
California State Bar No. 233,284  
Attorney for Plaintiffs:  
LegalForce RAPC Worldwide, P.C.,  
LegalForce, Inc., and  
Raj V. Abhyanker